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Attorneys for Plaintiff MACKENZIE ANNE  
THOMA, an individual and on behalf of all  
others similarly situated,

**IN THE UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

MACKENZIE ANNE THOMA, a.k.a.  
KENZIE ANNE, an individual and on behalf  
of all others similarly situated,

Plaintiff,

v.

VXN GROUP LLC, a Delaware limited  
liability company; MIKE MILLER, an  
individual; and DOES 1 through 100,  
inclusive,

Defendants.

CASE NO.: 2:23-cv-04901-WLH  
(AGRx)

*[Assigned to the Hon. Alicia Rosenberg]*

**INFORMAL DISCOVERY  
CONFERENCE STATEMENT**

1 Pursuant to the Rules and Procedures of the Honorable Alicia Rosenberg, this  
2 Joint Statement is being submitted by counsel for Plaintiff Mackenzie Anne Thoma  
3 (“Plaintiff”), an individual and on behalf of all others similarly situated, and counsel  
4 for Defendants VXN GROUP, LLC and MIKE MILLER (“Defendants”) (hereby  
5 referred to collectively as “the Parties”).

6 **PLAINTIFF’S POSITION**

7 **I. FRCP 30(b)(6) Deposition**

8 On July 23 2024, Plaintiff served Defendant VXN Group, LLC with an FRCP  
9 30(b)(6) Notice of Deposition (“Deposition Notice), which is attached hereto as  
10 Exhibit “A”. The Deposition Notice of Deposition contains a total of forty-one (41)  
11 topics all within the scope of Phase 1 discovery (i.e., Independent Contract vs.  
12 Employee; Wage Order 12 Professional Actor Exemption). The Deposition Notice set  
13 the deposition for August 7, 2024.

14 On July 29, 2024, counsel for Defendants emailed counsel for Plaintiff  
15 informing Plaintiff of a scheduling conflict, identifying Basia Lew as a designated  
16 person for the deposition, notifying Plaintiff that VXN Group, LLC will need to  
17 produce multiple deponents, and objecting to many of the topics.

18 On August 9, 2024, the parties engaged in meet and confer via Zoom regarding  
19 scheduling of the deposition and the topics. Prior to the call Defendant provided  
20 Plaintiff with specific objections to the topics. During the meet and confer, the parties  
21 agreed to the removal of a number of requests as well as narrowing the scope of a  
22 number of requests. However, there are several outstanding topics that the parties  
23 could not agree on as Defendant claims they are outside of the scope of Phase 1  
24 discovery and thus improper.

25 Plaintiff will provide Defendants with updated topics pursuant to the parties’  
26 agreements during the August 9, 2024 meet and confer prior to the IDC. However,  
27 Plaintiff does not necessarily concede to all of the agreements identified in  
28 Defendants’ Position below.

1           **II. Ryan Murphy's Supplemental Responses**

2           Defendants have been informed that Plaintiff's counsel is diligently working  
3 on providing supplemental responses. Furthermore, Plaintiff's counsel recently  
4 became aware (at the Ryan Murphy deposition and Plaintiff's deposition conducted  
5 on July 22, 2024 and August 13, 2024, respectively) that a privilege log is required.  
6 Plaintiff's counsel is working diligently to put the privilege log together and produce  
7 supplemental responses.

8                           **DEFENDANTS' POSITION**

9           **I. FRCP 30(b)(6) Deposition**

10          On July 23, 2024, Plaintiff's counsel emailed Notice of Deposition  
11 ("Deposition Notice") pursuant to FRCP 30(b)(6), which is attached hereto as Exhibit  
12 "A". Defendants contend that the majority of the forty-one (41) topics Plaintiff seeks  
13 to discuss exceed the scope of Phase 1 discovery (*i.e.*, Independent Contract vs.  
14 Employee; Wage Order 12 Professional Actor Exemption). On August 9, 2024,  
15 Defendants provided individualized written objections to Plaintiff primarily on this  
16 basis. Defendants' Global Objections summarized Plaintiff's failure to limit its topics  
17 to the Phase I discovery:

18          Global Objections:

19          (a)       The first phase of discovery is be limited to two threshold issues related  
20 to Plaintiff's individual claims: (i) whether Plaintiff is an independent  
21 contractor or employee; and (ii) whether Plaintiff falls under the professional  
22 actor exemptions of IWC Wage Order 12.

23          [Dkt. 66 at 8:5-8]

24          (b)       Plaintiff's definition of "Claim Period" as "April 20, 2019 through the  
25 present" exceeds the relevant time period for Phase I discovery as Plaintiff  
26 allegedly only provided services to VXN from November 2020 through  
27 September 2022.

28          (c)       Designation with knowledge of "any and all policies, practices, and  
procedures" is impermissible class discovery. VXN is willing to provide  
witnesses with knowledge of how Thoma was treated based upon the  
contractual arrangement at issue.

1 As a result of Defendants objections,

- 2 (i) Plaintiff's counsel *withdrew* topics 26, 27, 29, and 31.  
3 (ii) Plaintiff's counsel agreed to amend topics: 8, 9, 10, 12, 13, 15, 17, 18,  
4 19, 25, 33, and 41, by replacing discussion of Defendant's "policies,  
5 practices, and procedures" to factual circumstances regarding Plaintiff.  
6 (iii) Plaintiff's counsel agreed to "circle back" on topics: 1, 2, 14, 16, 20, 22,  
7 23, 24, 28. To date, Plaintiff has not provided Defendants with any  
8 update on those topics.  
9 (iv) Plaintiff's counsel agreed to "adjust the language" on topics: 21, 30, 36,  
10 37, 38, 39, and 40. To date Plaintiff's counsel has not provided the  
11 updated language.  
12 (v) Plaintiff's counsel agreed to limit the relevant time period to Plaintiff's  
13 employment only as to topics: 32 and 34.

14 Defendants believe it would save the Court and the parties significant time if  
15 Plaintiff's counsel updated Defendants in advance of the IDC on Plaintiff's position  
16 on the topics listed under items (ii) – (iv) listed above.

## 17 **II. Ryan Murphy's Supplemental Responses**

18 On May 29, 2024, Defendants personally served Ryan Murphy a Rule 45  
19 Subpoena. On May 31, 2024, Plaintiff's Counsel issued Murphy a letter demanding  
20 Murphy not to respond to the Subpoena until the Court's ruling on Plaintiff's  
21 Motion to Quash, which Plaintiff never filed. On June 7, 2024, Plaintiff's counsel,  
22 now representing Murphy as a client, issued objections to the Subpoena on  
23 Murphy's behalf without producing any documents. On July 3, 2024, this Court  
24 ordered Plaintiff's counsel to serve supplemental responses "and complete his  
25 production of responsive documents." The Court also ordered Murphy's deposition  
26 to take place at the federal courthouse in Las Vegas.<sup>1</sup> [Dkt. 88]. Plaintiff's counsel  
27  
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<sup>1</sup> Murphy testified that the purported death threat resulting in his deposition being  
taken in the Las Vegas Federal Courthouse was communicated to him by a third-party  
named Sid Vision, whom Murphy otherwise considered "clearly a liar," in the fall of  
2022, whereas Plaintiff's counsel represented to this Court that the alleged threat  
occurred in May of 2024.

1 provided Murphy's Supplemental Responses on July 17, 2024. That same day,  
2 Defense counsel notified Plaintiff's counsel via email of continued deficiencies in  
3 Murphy's Supplemental Responses. On July 19, the parties attended an IDC to  
4 resolve outstanding issues. On Saturday, July 20, 2024, Plaintiff's provided  
5 Murphy's Second Supplemental Responses stating in pertinent part: "Respondent  
6 will produce all non-privileged documents within his possession, custody, and  
7 control."

8 On July 21, 2024, the day before Ryan Murphy's deposition, Defendants  
9 notified Plaintiff's counsel that the Second Supplemental Responses indicated that  
10 Murphy had access to responsive documents that were not produced, namely,  
11 information from Murphy's Instagram account:

12 The documents produced indicate that Murphy's IG archive download for the  
13 period 11/11/20 through 7/19/24 was first made available on July 19, 2024.  
14 (The downloads are available for 4 days and that one expires on July 23,  
2024.)

15 Defendants must have a reasonable opportunity to review those documents  
16 prior to the deposition or Defendants will be forced to leave Murphy's  
17 deposition open and resume it on another day.

18 Equally important, the 01/01/04 through 7/20/24 IG download being in  
19 process should not preclude a production of the documents already available.

20 Since none of the responsive documents were produced prior to Murphy's  
21 deposition, *Defendants were unable to complete Murphy's deposition.*  
22

23 On July 30, 2024, Defendants made yet second request for the responsive  
24 documents. On August 13, 2024, Defendants deposed Plaintiff without the benefit of  
25 Murphy's supplemental production. On August 15, 2024, Defendants made their  
26 third request for the responsive documents. On Friday, August 16, 2024, Plaintiff's  
27  
28

1 counsel wrote: “I am unable to confirm whether any supplementals will be  
2 provided prior to the IDC.” Thus, forty-nine (49) days after this Court’s July 3, 2024  
3 Order that Murphy “complete his production of responsive documents,” Defendants  
4 are still awaiting Plaintiff’s counsel’s compliance.  
5

6  
7 Dated: August 21, 2024

BIBIYAN LAW GROUP, P.C.

8  
9 By: /s/ Sarah H. Cohen  
10 DAVID D. BIBIYAN  
11 JEFFREY D. KLEIN  
12 SARAH H. COHEN  
Attorneys for Plaintiff

13  
14 Dated: August 21, 2024

15  
16 By: /s/ Trey Brown  
17 BRAD KANE  
18 TREY BROWN  
Attorneys for Defendant  
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# EXHIBIT A

**BIBIYAN LAW GROUP, P.C.**

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Attorneys for Plaintiff, MACKENZIE ANNE THOMA,  
on behalf of herself and all others similarly situated

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

MACKENZIE ANNE THOMA, a.k.a.  
KENZIE ANNE, an individual and on  
behalf of all others similarly situated,

Plaintiff,

v.

VXN GROUP LLC, a Delaware limited  
liability company; STRIKE 3  
HOLDINGS, LLC, a Delaware limited  
liability company; GENERAL MEDIA  
SYSTEMS, LLC, a Delaware limited  
liability company; MIKE MILLER, an  
individual; and DOES 1 through 100,  
inclusive,

Defendants.

CASE NO.: No. 2:23-cv 04901WLH  
(AGRx)

**NOTICE OF DEPOSITION OF  
AGENT(S) OF DEFENDANT VXN  
GROUP, LLC. PURSUANT TO  
FEDERAL RULE OF CIVIL  
PROCEDURE 30(b)(6)**

DATE: August 7, 2024

TIME: 10:00 a.m.

PLACE: 1460 Westwood Blvd., Los  
Angeles, California 90024



**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE that pursuant to Federal Rule of Civil Procedure 30(B)(6) and 45, Plaintiff Mackenzie Anne Thoma (“Plaintiff”) will take the deposition of VXN Group, LLC (“Defendant”) through its designated agent or agents by stenographic means upon oral examination on August 7, 2024 at 10:00 a.m. PST. Defendant is requested to designate the person or persons most knowledgeable and prepared to testify on behalf of VXN Group, LLC, concerning the subject matter described herein.

In accordance with Rule 30(b)(4) of the Federal Rules of Civil Procedure, the deposition will take place remotely via audio video conference.

The deposition will continue day to day, at the same time at Bibiyan Law Group at 1460 Westwood Blvd., Los Angeles California 90024, weekends and holidays excepted, until completed.

The deposition will be conducted before a duly authorized court reporter or other person authorized by law to administer oaths.

Pursuant to Rule 30(b)(3) of the Federal Rules of Civil Procedure, Plaintiff intends to cause the proceedings to be recorded both stenographically and by audio/video tape.

If an interpreter is required to translate testimony, notice of the same must be given at least five (5) calendar days before the deposition date, and the specific language and/or dialect designated.

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1           **PLEASE TAKE FURTHER NOTICE** that the matters on which this  
2 deposition is requested are as follows:

3           1.           Defendant's corporate structure from April 20, 2019 through the present  
4 (the "Claim Period").

5           2.           Defendant's management structure during the Claim Period.

6           3.           Any and all timekeeping policies, practices and procedures for non-  
7 exempt California employees during the Claim Period.

8           4.           Plaintiff's time entries during the Claim Period.

9           5.           Any and all policies, practices and procedures regarding how work  
10 schedules are communicated to Plaintiff.

11          6.           Any and all policies, practices and procedures regarding the editing,  
12 modification, or adjustment of Plaintiff's time entries during the Claim Period.

13          7.           Defendant's handbook(s), and any and all revisions thereto, which apply  
14 to Plaintiff during the Claim Period.

15          8.           Any and all policies which would apply to Plaintiff during the Claim  
16 Period while she rendered services to Defendant, including, but not limited to, (i)  
17 tattoos, body piercings, cosmetic body-related alterations.

18          9.           Any and all policies, practices, and procedures that would indicate  
19 whether Plaintiff was an independent contractor while working for Defendant during  
20 the Claim Period.

21          10.          Any and all policies, practices, and procedures that would indicate  
22 whether Plaintiff was an employee while working for Defendant during the Claim  
23 Period.

24          11.          Any and all policies, practices and procedures regarding the payment of  
25 wages, including overtime and minimum wages, to Plaintiff during the Claim Period.

26          12.          Any and all policies, practices, and procedures discussing whether  
27 Plaintiff was allowed to perform work for compensation for other individuals or  
28 entities in the adult entertainment industry during the Claim Period.

1 13. Any and all policies, practices, and procedures discussing whether  
2 Plaintiff was free to accept or reject work assignments provided to her by Defendant  
3 during the Claim Period

4 14. Any and all policies, practices, and procedures discussing whether  
5 Plaintiff was insulated from loss of profits during the Claim Period.

6 15. Any and all policies, practices, and procedures discussing the payment  
7 of Plaintiff's wages during the Claim Period.

8 16. Any and all policies, practices, and procedures discussing whether  
9 Plaintiff's work relationship with Defendant concluded after Plaintiff finished a job  
10 during the Claim Period.

11 17. Any and all policies, practices, and procedures discussing whether  
12 Plaintiff was free to hire employees without Defendant's knowledge or consent to  
13 perform work Defendant hired Plaintiff to complete during the Claim Period.

14 18. Any and all policies, practices, and procedures discussing whether  
15 Plaintiff could decide what locations she would work in during the Claim Period.

16 19. Any and all policies, practices, and procedures discussing whether  
17 Plaintiff could choose who to have sex with when performing in shoots for Defendant  
18 during the Claim Period.

19 20. Any and all policies, practices, and procedures discussing Defendant's  
20 process for insuring Plaintiff maintained all proper licenses to be considered a  
21 business within the adult entertainment industry during the Claim Period.

22 21. Any and all facts that support Defendant's contract with Plaintiff during  
23 the Claim Period.

24 22. Any and all policies, practices, and procedures regarding Defendant  
25 working with Loan Out Companies during the Claim Period.

26 23. Any and all policies, practices, and procedures regarding whether  
27 Plaintiff falls under the business-to-business exception while working with Defendant  
28 during the Claim Period.

1       24. Any and all policies, practices, and procedures relating to Defendant's  
2 claim that Plaintiff is covered under the business-to-business exception during the  
3 Claim Period.

4       25. Any and all facts that indicate Plaintiff held herself out to the public as a  
5 business who would perform the same type of work she performed for Defendant  
6 during the Claim Period.

7       26. Any and all policies, practices, and procedures relating to Defendant's  
8 relationship to Strike 3 Holdings, LLC.

9       27. Any and all policies, practices, and procedures relating to Defendant's  
10 relationship to General Media Systems, LLC.

11       28. Any and all policies, practices, and procedures relating to Defendant's  
12 relationship with Mike Miller.

13       29. Defendant's policies, practices and procedures regarding payment of  
14 bonuses, incentive pay, commissions, and how they were paid by Defendant to  
15 Plaintiff during the Claim Period.

16       30. Defendant's policies, practices and procedures regarding the calculation  
17 and payment of wages, including overtime wages, to its Plaintiff during the Claim  
18 Period.

19       31. Defendant's policies, practices and procedures regarding issuing  
20 itemized wage statements to Plaintiff during the Claim Period, including the actual  
21 itemized wage statements issued to Plaintiff.

22       32. Any and all job duties of Plaintiff during the Claim Period.

23       33. Any and all policies, practices and procedures regarding the training of  
24 Plaintiff during the Claim Period, including the actual training provided to her.

25       34. Any and all facts regarding Defendant's contention that Plaintiff was a  
26 professional actor during the Claim Period.

27       35. Performance evaluations by Defendant of Plaintiff during the Claim  
28 Period.

1 36. Any and all policies, practices and procedures regarding meal periods  
2 furnished by Defendant to Plaintiff during the Claim Period.

3 37. Any and all policies, practices and procedures regarding rest periods  
4 furnished by Defendant to Plaintiff during the Claim Period.

5 38. The tracking of meal periods and rest periods taken by Plaintiff during  
6 the Claim Period.

7 39. Any and all policies, practices and procedures regarding the payment of  
8 a premium payment for unfurnished, untimely, or interrupted breaks (including meal  
9 or rest periods) by Plaintiff during the Claim Period.

10 40. The payment of a premium payment for unfurnished, untimely, or  
11 interrupted breaks (including meal or rest breaks) to Plaintiff during the Claim Period.

12 41. All job descriptions associated with Plaintiff's employment during the  
13 Claim Period.

14  
15 Dated: July 23, 2024

BIBIYAN LAW GROUP, P.C.

16  
17 By: /s/ Sarah H. Cohen

18 DAVID D. BIBIYAN

19 JEFFREY D. KLEIN

20 SARAH H. COHEN

RAFAEL YEDOYAN

21 Attorneys for Plaintiff MACKENZIE

22 ANNE THOMA, on behalf of herself and  
23 all others similarly situated  
24  
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26  
27  
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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1460 Westwood Blvd., Los Angeles, CA 90024.

On July 23, 2024, I caused a true and correct copy of the foregoing document(s) described as **NOTICE OF DEPOSITION OF AGENT(S) OF DEFENDANT VXN GROUP, LLC. PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 30(b)(6)** to be served by electronic transmission to the below referenced electronic e-mail address as follows: The above document(s) were served on the interested parties in this action as follows: *BY ELECTRONIC MAIL: I am readily familiar with our office's practice of electronic mail transmitted by electronic mail transmission and that the transmission was reported as complete and delivered, and without error.*

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Trey Brown  
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In House Counsel -Vixen Media Group

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on July 23, 2024 at Los Angeles, California.

/s/ Nadia Rodriguez  
Nadia Rodriguez